a business, and by lawful competition injure the trade of another. *Montgomery, Ward & Co. v. S. Dakota, etc., Ass'n.*, 150 Fed. 413. But it cannot be said that labor unions have a right to intimate to a third party that they will withdraw their trade from him in the future and persuade others to do the same unless he stops dealing with another; and therefore this interference with a person's right to an open market amounts to a legal wrong, even though it be effected by means both peaceful and seemingly lawful. *Plant v. Woods*, 176 Mass. 492.

CONTRACTS—ILLEGALITY—ENFORCEMENT.—SIRKIN v. FOURTEENTH ST. STORE, 108 N. Y. SUPP. 830.—*Held*, that a contract by which plaintiff sells goods to defendant through its purchasing agent, the inducing cause for placing the order with the plaintiff being plaintiff's agreement, unknown to defendant, to pay the agent five per cent of the purchase price of goods ordered by him, is tainted by such agreement, so that on grounds of public policy an action for the purchase price cannot be maintained. Scott, J., and Patterson, P. J., *dissenting*.

The better doctrine is that any such plaintiff may recover who can establish his case without referring to the illegal contract. *Chitty on Contracts*, 657; *Armstrong v. American Exch. Nat. Bank*, 133 U. S. 433. And a New York case, analogous to the above, maintains that the mere fact that one of the parties has violated a penal statute in the approach to the contract does not prevent a court from enforcing payment under it. *Ballin v. Hein*, 101 N. Y. Supp. 38. Where both contracts were made at the same time and are still executory, the contrary is held. *Stanton v. Sturgis*, 140 Fed. 789. If in the same contract the legal part is severable from the illegal, the good will be enforced. *Fishell v. Gray*, 60 N. J. L. 5. So, though a contract for an exclusive agency is illegal, the vendor may recover for his bill of goods sold under it. *Packard v. Byrd*, 73 S. C. 1; *Annheuser-Busch Brewing Asso. v. Houck*, 27 S. W. (Tex.) 692. *Arnot v. Pittston & E. Coal Co.*, 68 N. Y. 558, *contra*. The New York Court will never attempt such a separation in behalf of a wrong-doer. *Saratoga County Bank v. King*, 44 N. Y. 87.

CONTRACTS—MUTUALITY—FURNISHING MATERIALS.—LIMA LOCOMOTIVE & MACH. CO. v. NAT. STEEL CASTINGS CO., 155 FED. 77.—*Held*, that an agreement by the defendant with the plaintiff, in a well established business, to furnish all the plaintiff's requirements in steel castings for the remainder of the year, at prices mentioned, is not void for want of mutuality.

This holding has the support of the more modern decisions where one party is impliedly bound to buy *all* of his requirements of the other. *Minn. Mill. Co. v. Goodnow*, 40 Minn. 497; *Lewis v. Atlas Life Ins. Co.*, 61 Mo. 534; *McCartnet, et al., v. Glassford*, 1 Wash. 579; *Contra, Campbell v. Lambert*, 36 Ia. 35; *Schlitz v. Komp*, 118 Ill. App. 566. Contracts for all one may *require* are valid. *Dailey v. Canning Co.*, 128 Mich. 591; *Wells v. Alexander*, 130 N. Y. 642; and for all one may make or produce. *Herrick v. Wardwell*, 58 Ohio S. R. 294; *McCall v. Icks*, 107 Wis. 232, *contra, Lowe v. Ayer-Lord Tie Co.*, 29 Ky. L. R. 1302; *Thayer v. Burchard*, 99 Mass. 508. They are valid also in some cases where the contract depends upon a contingency. *Los Angeles Traction Co. v. Wiltshire*, 135 Cal. 654; *Boyd v. Brown*, 47 W. Va. 238. But agreements to furnish all that one may want or order are invalid. *McCaw v. Felder, et al.*, 115 Ga. 408; *Bailey v. Austrian*, 19 Minn. 535; *Drake v. Vorse*, 52 Ia. 417.

CONTRACTS—SUBSTANTIAL PERFORMANCE—RECOVERY.—FLAGG v. SCHOENLEBEN, 142 N. Y. SUPP. 1004.—*Held*, that proof of a substantial performance